Schedule 11

Financial Provisions

to

Request for Proposal
for the
Provision of IT Infrastructure Operations
and Managed Workplace Services
[UNHCR RFP/2018/1068]
(the “RFP”)

effective _____ 2018

between

The Office of the United
Nations High Commissioner
for Refugees

and Contractor

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1 Introduction

1.1. This Schedule 11 sets forth the Fees applicable for all Services described in the Agreement.

1.2. All charges indicated in this Schedule 11 are in United States Dollars (USD).

1.3. All prices are exclusive of Sales Tax, Service Tax, VAT, GST, duties, levies, and such similar taxes which are levied or imposed by any government body on the sales or invoices of Contractor to UNHCR.

1.4. Unless the context otherwise requires, capitalized terms used but not defined in this Schedule 11 shall have the meaning given to them in Schedule 1 (Definitions) or the Agreement.

2 Fixed One-Time Transition Charges

2.1. The fixed, one-time transition charges for mobilization, transition and start-up implementation for all Services shall include charges for Services described in Schedule 16 (Transition) and summarized in phases in the Transition Fees table in Schedule 11 Appendix A (Volumes and Pricing Tables).

3 Baseline Charges

3.1. Baseline Units

Services pricing is based on the Resource Baseline at the volume levels summarized in the Baseline Fees table in Schedule 11 Appendix A (Volumes and Pricing Tables).

3.2. Baseline Charges

The Monthly Recurring Charges (MRCs) for all Services described in the following schedules are summarized in the Baseline Fees table in Schedule 11 Appendix A (Volumes and Pricing Tables).

(a) Schedule 2 (Data Centre Platform and Network Management Services);

(b) Schedule 3 (Decentralized Server and Network Management Services);

(c) Schedule 4 (IMAC Services);

(d) Schedule 5 (End User Devices Services);

(e) Schedule 6 (Service Desk Services);

(f) Schedule 7 (Telephony Services);

(g) Schedule 8 (Video Conferencing Services); and

(h) Schedule 9 (Security Services).

3.3. Resource Unit Tracking

Contractor shall track the number of resource units utilized by UNHCR during each calendar month of the Term for each resource category. Contractor shall provide such information for each calendar month to UNHCR with the reconciliation for such month against the Baseline Units contained in Baseline Fees table in Schedule 11 Appendix A (Volumes and Pricing Tables).

3.4. Additional Resource Charges

(a) Subject to Section 3.6(a), Contractor shall be paid Additional Resource Charges ("ARC") for any additional resources utilized by UNHCR above the resource unit baseline for the applicable month.

(b) If the quantity of resource units consumed by UNHCR in a calendar month is greater than the applicable monthly resource unit baseline volume for such resource unit and calendar month, then an Additional Resource Charge shall be calculated for such resource unit and calendar month using the following formula:

ARC = (**A** x **B**); where:

A = The number of such resource units actually utilized by UNHCR during a calendar month in excess of the monthly Baseline Units volume

B = The corresponding ARC rate for such resource unit and calendar month

3.5. Reduced Resource Credits

(a) Subject to Section 3.6(a), UNHCR shall be credited with Reduced Resource Credits ("RRC") for reduced utilization of a resource unit by UNHCR below the Baseline Units volume for the applicable month;

(b) If the quantity of resource units consumed by UNHCR in a calendar month is less than the applicable monthly resource unit baseline volume for such resource unit and calendar month, then a RRC shall be calculated for such resource unit and calendar month using the following formula:

RRC = (**A** x **C**); where:

A = The number of such resource units actually utilized by UNHCR during a calendar month below such monthly Baseline Units volume

C = The corresponding RRC rate for such resource unit and such calendar month

3.6. Resource Unit Repricing Band

(a) With exception of Service Desk charges, ARCs and RRCs are valid within a volume band of plus or minus twenty (20) percent of the Baseline Units volumes.

(b) If a resource unit volume changes above the band or below the band occurs for three consecutive months, Contractor or UNHCR may request a re-price of the Baseline Fees and ARC-RRC rates by submitting a written notice of such request to the other Party. Subsequent to the request, the Parties will mutually agree via Change Control to re-price the Baseline Fees and ARC / RRC Rates to be reflective of the volume of services.

3.7. Infrastructure Added / Reduced Resource Charges

The ARCs and RRCs for all Services described in the following schedules are summarized in the Infrastructure ARC-RRC Rates table in Schedule 11 Appendix A (Volumes and Pricing Tables).

(a) Schedule 2 (Data Centre Platform and Network Management Services);

(b) Schedule 3 (Decentralized Server and Network Management Services);

(c) Schedule 4 (IMAC Services);

(d) Schedule 5 (End User Devices Services);

(e) Schedule 7 (Telephony Services);

(f) Schedule 8 (Video Conferencing Services); and

(g) Schedule 9 (Security Services).

3.8. Service Desk Added / Reduced Resource Charges

The ARCs and RCCs for all Services described in the following schedules are summarized in the Service Desk ARC-RRC Rates table in Schedule 11 Appendix A (Volumes and Pricing Tables).

(a) Schedule 6 (Service Desk Services)

(i) General tickets;

(ii) Pass-Through tickets; and

(iii) Account Management tickets.

4 Project Charges

4.1. Project Resource Hours

Project labour billable resource units are defined as a “Project Resource Hour” shall be charged per labour category and location. The number of Project Resource Hours invoiced will be determined based on the following guidelines.

(a) For each Contractor resource that performs Project work on a UNHCR-approved Project, Contractor will invoice UNHCR at the applicable Project Resource Hour rate for all hours of Project work performed.

(b) Contractor shall invoice UNHCR for actual hours worked in a day, which requires UNHCR approval for any hours in excess of eight (8) hours per day.

(c) Travel is not included in the Project Resource Hour rates, but all travel shall be UNHCR approved, billed as incurred, and will conform to UNHCR travel policies.

(d) UNHCR shall not incur any resource unit utilization for the following activities:

(i) Non-productive time, whether or not conducted on UNHCR premises, such as holidays, vacation time, sick leave, time spent consuming meals, or other personal time;

(ii) education, training, travel, administrative, or management time (e.g., Contractor internal meetings, internal reporting, time and expense accounting, performance reviews, knowledge transfer, etc.);

(iii) internal Contractor process implementation work; and

(iv) time spent for skilled personnel brought in by Contractor to mentor Contractor personnel.

4.2. Project Labour Rates

Labour categories, descriptions and rates for Services described in Schedule 13 (Project and Additional Services) are summarized in the Project Labor Rates table in Schedule 11 Appendix A (Volumes and Pricing Tables).

4.3. Project Management Office

Project Management Office Services are not priced separately but are to be included in the unit pricing for each class of Service.

4.4. Project Labour Rates shall remain fixed for the first three (3) years. Prices will be adjusted after three (3) years and such adjustments shall be based on the following formula:

NP = (**CP** x **O**) ..... where:

NP = New Price

CP = Current Price

O = New Labour Index (Up to a maximum increase of TBD%)

Indices **O** will be as published in the specified IMF Data Sheets. New Prices (**NP**) will remain in effect for a minimum of three (3) years or to termination of the Agreement, whichever is earlier.

4.5. Project Labour Rates are applicable for resources working during local business hours and days. Requirements to work outside of these hours shall be charged extra as applicable and agreed in the relevant project Statement of Work.

5 *Outbound Telephone Charges*

5.1. Outbound Telephone Charges

Contractor shall:

(a) Charge UNHCR actual costs for outbound telephone calls from the Service Desk to Authorized Users within the scope of providing the Services. The outbound call charges will be based on the actual outbound calling time report generated from the ACD. Per minute rates shall be as specified in the Outbound Telephone Fees table in Schedule 11 Appendix A (Volumes and Pricing Tables);

(b) select the path of outbound telephone traffic using a least-cost routing methodology in order to minimize telephone charges being charged to UNHCR; and

(c) provide UNHCR with a detailed invoice of outbound telephone charges.

6 Termination-for-Convenience Charges

6.1. Termination Charges

The fixed, one-time charges for termination of all Services in the event of Termination for Convenience by UNHCR, as described in the Agreement are summarized in the Termination Fees table in Schedule 11 Appendix A (Volumes and Pricing Tables).

7 Pass-through Expenses

7.1. Pass-through Expenses

Pass-through Expenses are for UNHCR-approved Services or products that are initially invoiced to Contractor on behalf of UNHCR.

(a) All Pass-through Expenses incurred by Contractor must be pre-approved by UNHCR in writing prior to invoicing;

(b) contractor will provide UNHCR an invoice for Pass-through Expenses along with supporting documentation (e.g. invoice or price quote) to allow for UNHCR review to determine if the charges are proper;

(c) Pass-through Expenses shall include a Contractor mark-up fee of **TBD** percent, or as otherwise mutually agreed. An example of a Pass-Through expense would be UNHCR-approved travel expenses incurred in the course of delivering services in accordance with the Agreement.

8 Invoicing

8.1. Invoicing Frequency

Contractor shall present UNHCR with an invoice for:

(a) Baseline Fees in arrears for the previous calendar month;

(b) ARCs and/or RRCs in arrears for the previous calendar month;

(c) Project fees in arrears for the previous calendar month;

(d) Pass-through expenses in arrears for the previous calendar month;

(e) Service Level Credits, if any, in arrears incurred in the month preceding the previous calendar month;

(f) Earn-backs, if any, in arrears earned in the previous calendar month; and

(g) Other fees to be invoiced as agreed upon by both Parties as per approved Statements of Work.

8.2. Invoicing Content

Monthly Invoices shall include:

(a) The date of the Invoice;

(b) a unique Invoice number;

(c) the period(s) to which the relevant charges relate;

(d) the purchase order number to which it relates;

(e) Contractor's Customer number;

(f) payment terms as per the Agreement;

(g) invoice address;

(h) payment address;

(i) banking details for payment to Contractor via electronic transfer of funds (name and address of bank, sort code, account name, and number);

(j) invoice amount;

(k) billing details per Service (description, price)

(l) variable items for billing (quantity, description, unit price, extended price)

(m) as required by UNHCR, a certification issued by authorized UNHCR personnel that the work covered by the invoice has been satisfactorily completed;

(n) invoice text – comments

(o) any termination payment and/or compensation payment;

(p) the result of any service credits;

(q) any Earn-backs due;

(r) any other deductions that apply to the Charge or any elements thereof detailed on the invoice;

(s) adjustments from previous invoices to reflect overpayments or underpayments;

(t) any interest payable in respect of any amounts owed;

(u) any other discounts applied; and

(v) any other documents (including timesheets, time accounting records and acceptance certificates certified by authorized UNHCR personnel), as may be reasonably required by UNHCR.

8.3. Invoicing Date

Parties shall agree upon and provide any and all information required for Contractor to complete the monthly invoice no later than the fifth (5th) business day of each month.

8.4. Invoicing Delivery

The invoice shall be delivered to Client at electronically or at an address as so requested in writing.

8.5. Invoicing Supporting Information

Contractor shall provide UNHCR with the detailed build-up of supporting information for each invoice in Excel format that allows UNHCR to verify billing disposition of individual assets or Services and perform activity-based costing chargebacks to internal clients.